

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
Group Art Unit 3762

In re

Patent Application of

GIUNTOLI, David M.

Application No. 10/796,391

Confirmation No. 1896

Filed: March 9, 2004

Examiner: HOLMES, Rex R.

Atty. Docket No.: 022295-9005

“ELECTRO-ACUPUNCTURE DEVICE
WITH COMPRESSIBLE GASKET”

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

STATEMENT UNDER 37 CFR 3.73(b)

Relief Band Medical Technologies LLC, an Illinois Limited Liability Company, states that it is the assignee of the entire right, title and interest in the above-identified application.

A chain of title of the patent application identified above, to the current assignee is as follows:

From: David M. Giuntoli, Gregory J. Gruzdownich & Thomas L. Grey

To: Woodside Biomedical, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 010536, Frame 0320.

From: Woodside Biomedical, Inc.

To: Abbott Laboratories

The document was recorded in the United States Patent and Trademark Office at Reel 013821, Frame 0348.

From: Abbott Laboratories

To: Relief Band Technologies LLC

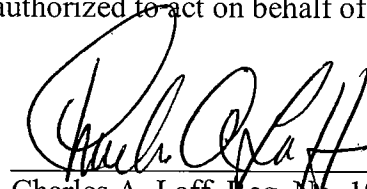
Copy of which is attached.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Dated: _____

2/28/07

A handwritten signature in black ink, appearing to read "Charles A. Laff", written over a horizontal line.

Charles A. Laff, Reg. No. 19,787
Attorney for Relief Band Medical
Technologies LLC
Telephone: 312.222.0800

PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 1st day of December, 2006 ("Effective Date") by and between Abbott Laboratories, an Illinois corporation with principal offices at 200 Abbott Park Road, Abbott Park, Illinois 60064 ("Assignor") and Relief Band Medical Technology LLC, an Illinois limited liability company with principal offices at World Trade Center Chicago, 200 East Randolph, Suite 2200, Chicago, Illinois 60601 ("Assignee").

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Agreement, Woodside Biomedical, Inc., a wholly-owned subsidiary of Assignor, is selling substantially all of the assets and liabilities of its ReliefBand® business to Assignee, and Assignee has agreed to purchase such assets and liabilities pursuant to that certain Asset Purchase Agreement, dated effective as of the Effective Date, by and between Woodside Biomedical, Inc. and Assignee (the "Purchase Agreement"); and

WHEREAS, as part of that transaction, Assignor desires to formalize and finalize the assignment to Assignee of the patents and patent applications set forth on Exhibit A hereto ("Patents and Patent Applications") and Assignee desires to accept said assignment of the Patents and Patent Applications from and after the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.
2. Assignment. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Patents and Patent Applications together with the goodwill of the business associated therewith as of the Effective Date. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment. Pursuant to the terms of the Purchase Agreement, Assignor will provide Assignee with documents and legal equivalents in Assignor's possession related to the Patents and Patent Applications and will assist Assignee by executing and delivering to Assignee any and all papers, instruments or affidavits which Assignee may present and reasonably request Assignor's signature in order to record assignment of the Patents and Patent Applications; provided, however, Assignee shall provide all such papers, instruments or affidavits and bear all costs necessary to complete such assignments at no cost to Assignor.
3. Assumption. Assignee does hereby agree to perform all of the covenants, agreements and obligations of Assignor under the Patents and Patent Applications, which shall have accrued from and after the Effective Date. Assignee shall indemnify and hold Assignor

harmless from any liability or any obligation of Assignor under the Patents and Patent Applications accruing during and after the Effective Date.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements and understandings between the parties with respect to the subject matter hereof. No change, modification or amendment to this Agreement shall be valid unless the same be in writing and signed by each of the parties to be bound thereby. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party to be charged.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflicts of law principles.
6. Severability. All agreements and covenants contained herein are severable, and in the event that any of them shall be held to be invalid by any competent court, the Agreement shall be interpreted as though such invalid agreements were not contained herein.
7. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year written above.

ASSIGNOR

WOODSIDE BIOMEDICAL, INC.

By: Sean E. Michael

Name: Sean E. Michael

Title: VP New Business Development

ASSIGNEE

**RELIEF BAND MEDICAL TECHNOLOGY
LLC**

By: Khalid Alagel

Name: KHALID ALAGEL

Title: President

Exhibits and Schedules

Exhibits

- Exhibit A – Form of Bill of Sale
- Exhibit B – Form of Assignment and Assumption Agreement
- Exhibit C – Form of Patent Assignment and Assumption Agreement
- Exhibit D – Form of Trademark Assignment and Assumption Agreement
- Exhibit E – Form of Copyright Assignment Agreement
- Exhibit F – Alternative Dispute Resolution

Schedules

- Schedule 2.1(a) – Personal Property
- Schedule 2.1(b) – Customer Lists
- Schedule 2.1(c) – 510(k) FDA Filings
- Schedule 2.1(d) – Trademarks
- Schedule 2.1(e) – Patents
- Schedule 2.1(i) – Contracts
- Schedule 2.1(k) – Product Inventory
- Schedule 3.3 – Purchase Price Allocation
- Schedule 5.4 – Intellectual Property
- Schedule 5.5 – Litigation
- Schedule 5.7 – Defaults
- Schedule 5.8 – Seller Consents
- Schedule 6.3 – Buyer Consents

Schedule 2.1(a)

Personal Property

None.

Schedule 2.1(b)

Customer Lists

See attached.

Schedule 2.1(c)**510(k) FDA Filings**

1. In Canada, Product is licensed for use for nausea and vomiting due to pregnancy, chemotherapy and stomach distress and as an adjunct to antiemetics. CE Mark has been granted for sale of Product in Europe and CE-Mark-affiliated countries for the OTC versions only.

<i>Indication</i>	<i>Status</i>	<i>510(k) #s</i>	<i>Availability</i>
<i>Chemotherapy, Motion Sickness or Pregnancy</i>	<i>FDA-Cleared</i>	<i>K961050 K980333 K982436</i>	<i>Prescription Only</i>
<i>Motion Sickness</i>	<i>FDA-Cleared</i>	<i>K982967</i>	<i>Over the Counter (OTC)</i>
<i>Post-Operative Nausea as an adjunct to antiemetics</i>	<i>FDA-Cleared</i>	<i>K983907 K994387</i>	<i>Prescription Only</i>
<i>Morning Sickness</i>	<i>FDA-Cleared</i>	<i>K020180</i>	<i>Over the Counter (OTC)</i>

Schedule 2.1(d)**Trademarks**

Trademark	Country	Status	Serial Number	Registration Date
RELIEFBAND	US	Filed	78645971	08/08/2005
NAVIGATOR	US	Filed	78645997	06/08/2005
DISCOVERER	US	Registered	2507222	11/13/2001
ADVENTURER	US	Registered	2512780	11/27/2001
EXPLORER	US	Registered	2495129	10/02/2001
RELIEFBAND	Canada	Registered	TMA432457	08/26/1994
RELIEFBAND	Australia	Registered	870727	03/27/2001
RELIEFBAND	Brazil	Registered	819490156	04/06/1999
RELIEFBAND	China P.R.	Registered	1747155	04/14/2002
RELIEFBAND	Community Trademark	Registered	1574532	06/12/2001
RELIEFBAND	Hong Kong	Registered	2003B11056	03/29/2001
RELIEFBAND with Katakana	Japan	Registered	4598789	08/23/2002
RELIEFBAND	Mexico	Registered	501365	03/18/1994
RELIEFBAND	New Zealand	Registered	635109	11/04/2002
RELIEFBAND	Philippines	Registered	41997122422	07/23/2001
RELIEFBAND	South Africa	Registered	200106395	04/17/2001
RELIEFBAND	Taiwan	Registered	898576	05/16/2002
RELIEFBAND	Venezuela	Registered	200061	08/06/1997

Schedule 2.1(e)**Patents**

200-001CAO1	595340	1319174	3/31/1989	6/15/1993	G		Canada	Electrical Nerve Stimulation Device for Nausea Control
200-001CHO1	90914280.4	500552	9/14/1990	8/2/1995	G		Switzerland	Nausea Control Device
200-001CRO1			10/18/1988		I	Withdrawn	Costa Rica	Nausea Control Device
200-001DEO1	90914280.4	6.9E+07	9/14/1990	8/2/1995	G		Germany	Nausea Control Device
200-001EPO1	90914280.4	500552	9/14/1990	8/2/1995	G		EPC	Nausea Control Device
200-001ESO1	90914280.4	500552	9/14/1990	8/2/1995	G		Spain	Nausea Control Device
200-001FRO1	90914280.4	500552	9/14/1990	8/2/1995	G		France	Nausea Control Device
200-001GBO1	90914280.4	500552	9/14/1990	8/2/1995	G		Great Britain	Nausea Control Device
200-001ITO1	90914280.4	500552	9/14/1990	8/2/1995	G		Italy	Nausea Control Device
200-001JPO1	2-513453	2046809	9/14/1990	4/25/1996	G		Japan	Nausea Control Device
200-001KRO1	1992-701059	122587	9/14/1990	9/5/1997	G		Korea South	Nausea Control Device
200-001MXO1	94000184	421	5/26/1994	5/28/1995	I	Expired	Mexico	Nausea Control Device
200-001MXO2	9400513	7694	5/27/1994	4/28/1995	G		Mexico	Nausea Control Device
200-001USC1	07/475985	4981146	2/6/1990	1/1/1991	G		United States	Nausea Controlled Device (as amended)
200-001USO1	07/184183		4/21/1988		I	Abandoned	United States	Electrical Nerve Stimulation Device for Nausea Control
200-001USP1	07/323219		3/10/1989		I	Abandoned	United States	Electrical Nerve Stimulation Device for Nausea Control
200-001WO01	PCT/US90/05255		9/14/1990		I	National Phase	PCT	Nausea Control Device
200-002USC1	07/564375	5078153	9/17/1990	1/7/1992	G		United States	Method and Apparatus for Sensing and Treatment of Bruxism
200-002USO1	07/324110		3/18/1989		I	Abandoned	United States	Method and Apparatus for Sensing and Treatment of Bruxism
200-003USC1	08/126336	6179756	9/23/1993	1/30/2001	G		United States	Exercise Method and Apparatus for Relieving Hip and Back Pain
200-003USO1	07/892471		12/17/1992		I	Abandoned	United States	Exercise Method and Apparatus for Relieving Hip and Back Pain
200-004JPO1	5-18193	969590	6/17/1993	9/2/1996	I	Tax Dropped	Japan	Exercise Device for Relieving Hip and Back Pain
200-004USO1	29/002707	0349541	12/17/1992	8/9/1994	G		United States	Hip and Back Exercise
200-005EPO1	94913277.3		3/9/1994		I	Withdrawn	EPC	Electrotherapy Device
200-005USO1	08/038179		3/28/1993		I	Abandoned	United States	Microcurrent Therapy Device
200-005USP1	08/175650	5397338	12/30/1993	3/14/1995	G		United States	Electrotherapy Device
200-005WO01	PCT/US94/02480		3/9/1994		I	National Phase	PCT	Electrotherapy Device
212-121USC1	09/780759	6382215	2/8/2001	5/7/2002	I	Portfolio Review Dropped	United States	Method of Suppression and Prevention of the Gag Reflex
212-121USC2	10/137960		5/3/2002		I	Portfolio Review Dropped	United States	Method of Suppression and Prevention of the Gag Reflex
212-121USO1	09/072616	6192889	5/5/1998	2/27/2001	I	Portfolio Review Dropped	United States	Method of Suppression and Prevention of the Gag Reflex
212-142AUD1	2004200090		1/19/2004		F		Australia	METHOD AND APPARATUS FOR LOW POWER, REGULATED OUTPUT IN BATTERY POWERED ELECTROTHERAPY DEVICES
212-142AUO1	57949/99	766463	8/31/1999	1/29/2004	G		Australia	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-142CAO1	2342873		8/31/1999		F		Canada	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices

212-142EPO1	99945333.5		8/31/1999		F		EPC	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-142HKO1	1108567.5		12/8/2001		I	Abandoned	Hong Kong	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-142JPO1	2000-568549		8/31/1999		F		Japan	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-142USC1	09/592706		8/13/2000		I	Abandoned	United States	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-142USC2	10/395990		3/24/2003		F		United States	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-142USO1	09/148837	6076018	9/4/1998	6/13/2000	G		United States	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-142WOO1	PCT/J399/19881		8/31/1999		I	National Phase	PCT	Method and Apparatus for Low Power Regulated Output in Battery Powered Electrotherapy Devices
212-173USC1	09/767062	8393324	1/22/2001	5/21/2002	G		United States	Method of Blood Pressure Moderation
212-173USC2	10/150570	8658298	5/18/2002	12/2/2003	G		United States	Method of Blood Pressure Moderation
212-173USO1	09/307272	6178352	5/7/1999	1/23/2001	G		United States	Method of Blood Pressure Moderation
212-198USC1	09/623671	6535760	8/6/2001	3/18/2003	G		United States	Electro-acupuncture Method to Relieve Pre-Menstrual Syndrome
212-198USC2	10/391877		3/18/2003		I	Portfolio Review Dropped	United States	Electro-acupuncture Method to Relieve Pre-Menstrual Syndrome
212-198USO1	09/345609	6272383	6/28/1999	8/7/2001	G		United States	Electro-acupuncture Method Using An Electrical Stimulator (as amended by Examiner)
212-222USO1	09/444582		11/18/1999		F		United States	Method of Treatment of Arthritis Pain
212-224USC1	10/421349		4/22/2003		I	Portfolio Review Dropped	United States	Method of Relieving Anxiety or Promoting Relaxation
212-224USO1	09/444581		11/18/1999		I	Abandoned	United States	Method of Relieving Anxiety or Promoting Relaxation
212-230USC1	09/933326	8718202	8/20/2001	4/8/2004	G		United States	Method of Treatment of Dysmenorrhea or Relieving Menstrual Cramps
212-230USO1	09/461559	6262443	12/14/1999	3/26/2001	G		United States	Method of Treatment of Dysmenorrhea or Relieving Menstrual Cramps
212-231CAO1	2396804		1/19/2001		F		Canada	Automatically Modulating Acupressure Device
212-231EPO1	1042529.7		1/19/2001		F		EPC	Automatically Modulating Acupressure Device
212-231USC1	09/843436	6361550	4/26/2001	3/26/2002	G		United States	Automatically Modulating Acupressure Device
212-231USC2	10/107880	6582449	3/26/2002	8/24/2003	G		United States	Automatically Modulating Acupressure Device
212-231USC3	10/601246		8/20/2003		F		United States	Automatically Modulating Acupressure Device
212-231USO1	09/489865	6228103	1/19/2000	5/8/2001	G		United States	Automatically Modulating Acupressure Device
212-231WOO1	PCT/US01/01931		1/19/2001		I	National Phase	PCT	Automatically Modulating Acupressure Device
212-255AUO1	2002216887		11/20/2001		F		Australia	Electro-acupuncture Device with Stimulation Electrode Assembly
212-255CAO1	2429677		11/20/2001		F		Canada	Electro-acupuncture Device with Stimulation Electrode Assembly
212-255EPO1	1997327		11/20/2001		F		EPC	Electro-acupuncture Device with Stimulation Electrode Assembly
212-255JPO1	2002-544117		11/20/2001		F		Japan	Electro-acupuncture Device with Stimulation Electrode Assembly
212-255TWO1	90129163	175766	11/23/2001	3/21/2003	G		Taiwan	Electro-acupuncture Device with Stimulation Electrode Assembly
212-255USC1	10/441803		5/19/2003		F		United States	Electro-acupuncture Device with Stimulation Electrode Assembly
212-255USO1	09/722256	6567695	11/24/2000	5/20/2003	G		United States	Electro-acupuncture Device with Stimulation Electrode Assembly
212-255WOO1	PCT/US01/43506		11/20/2001		I	National Phase	PCT	Electro-acupuncture Device with Stimulation Electrode Assembly

212-292AUO1	2002312502		6/12/2002		F		Australia	Hydrogel and Scrim Assembly for Use with Electro-Acupuncture Device with Stimulation Electrodes
212-292CAO1	2449556		6/12/2002		F		Canada	Hydrogel and Scrim Assembly for Use with Electro-Acupuncture Device with Stimulation Electrodes
212-292EPO1	2739880.9		6/12/2002		F		EPC	Hydrogel and Scrim Assembly for Use with Electro-Acupuncture Device with Stimulation Electrodes
212-292JPO1	2003-508422		6/12/2002		I	Portfolio Review Dropped	Japan	Hydrogel and Scrim Assembly for Use with Electro-Acupuncture Device with Stimulation Electrodes
212-292TWO1	91113720	189695	6/20/2002	10/1/2003	G		Taiwan	Hydrogel and Scrim Assembly for Use with Electro-Acupuncture Device with Stimulation Electrodes
212-292USO1	09/896977		6/29/2001		F		United States	Hydrogel and Scrim Assembly for Use with Electro-Acupuncture Device with Stimulation Electrodes
212-292WOO1	PCT/US02/18822		6/12/2002		I	National Phase	PCT	Hydrogel and Scrim Assembly for Use with Electro-Acupuncture Device with Stimulation Electrodes
212-318USC1	10/790170		3/1/2004		F		United States	Method of Relieving Migraines or Headaches
212-318USO1	09/814678		3/21/2001		I	Abandoned	United States	Method of Relieving Migraines or Headaches
212-323USO1	09/838537		4/18/2001		I	Portfolio Review Dropped	United States	Method of Relieving Dizziness or Vertigo
212-333AUO1	2002315788		5/31/2002		F		Australia	Electro-Acupuncture Device with D-Shaped Stimulation Electrodes
212-333CAO1	2449554		5/31/2002		F		Canada	Electro-Acupuncture Device with D-Shaped Stimulation Electrodes
212-333EPO1	2734635.2		5/31/2002		F		EPC	Electro-Acupuncture Device with D-Shaped Stimulation Electrodes
212-333JPO1	2003-508421		5/31/2002		I	Portfolio Review Dropped	Japan	Electro-Acupuncture Device with D-Shaped Stimulation Electrodes
212-333TWO1	91113117	191014	6/14/2002	3/17/2004	G		Taiwan	Electro-Acupuncture Device with D-Shaped Stimulation Electrodes
212-333USC1	10/796391		3/9/2004		F		United States	Electro-Acupuncture Device With Compressible Gasket
212-333USO1	09/896988	8735480	6/29/2001	5/11/2004	G		United States	Electro-Acupuncture Device with D-Shaped Stimulation Electrodes
212-333WOO1	PCT/US02/17403		5/31/2002		I	National Phase	PCT	Electro-Acupuncture Device with D-Shaped Stimulation Electrodes
212-393EPO1	3791788.7		8/26/2003		I	Withdrawn	EPC	Device and Method for Nausea Suppression
212-393USO1	10/229596	7089061	8/27/2002		G		United States	Device and Method for Nausea Suppression
212-393WOO1	PCT/US03/26892		8/26/2003		I	Withdrawn	PCT	Device and Method for Nausea Suppression

Schedule 2.1(i)

Contracts

Seller is assigning over to Buyer all of Seller's Contracts related to the Product, including, but not limited to, any contracts executed by Seller with those customers listed in Schedule 2.1(b) hereto.

Schedule 2.1(k)

Product Inventory

None.

Schedule 3.3

Purchase Price Allocation

[To be provided by Buyer.]

Schedule 5.4**Intellectual Property**

1. The original US registration for RELIEFBAND expired. Seller's new application to register RELIEFBAND is pending. This application was refused because of an existing registration for HEADACHE RELIEF BAND. Seller filed a cancellation action against that registration in the USPTO. A notice of default by respondent was sent from the Trademark Trial and Appeal Board on October 10, 2006 allowing 30 days for respondent to show cause. Respondent did not respond within such 30 day period and the USPTO has entered a judgment by default against respondent and Seller's petition to cancel the registration for HEADACHE RELIEF BAND was granted. Seller has no Knowledge of any pending adverse claim, judgment, order, decree or agreement restricting its use in connection with the Product or any threatened litigation or claim of infringement related to this matter.
2. Buyer brought to Seller's attention during negotiations that a company by the name of HIVOX BIOTEK, INC. had recently started to market certain watch-sized devices to help the wearer sleep better and to stop snoring. Seller has not undertaken, nor does it plan to take now or in the future, any independent investigation of HIVOX BIOTEK, INC and their products to determine whether such products might infringe the Intellectual Property described in this Agreement. Seller has no Knowledge of any pending adverse claim, judgment, order, decree or agreement restricting its use in connection with the Product or any threatened litigation or claim of infringement related to this matter.

Schedule 5.5Litigation

1. The original US registration for RELIEFBAND expired. Seller's new application to register RELIEFBAND is pending. This application was refused because of an existing registration for HEADACHE RELIEF BAND. Seller filed a cancellation action against that registration in the USPTO. A notice of default by respondent was sent from the Trademark Trial and Appeal Board on October 10, 2006 allowing 30 days for respondent to show cause. Respondent did not respond within such 30 day period and the USPTO has entered a judgment by default against respondent and Seller's petition to cancel the registration for HEADACHE RELIEF BAND was granted. Seller has no Knowledge of any pending adverse claim, judgment, order, decree or agreement restricting its use in connection with the Product or any threatened litigation or claim of infringement related to this matter.
2. Buyer brought to Seller's attention during negotiations that a company by the name of HIVOX BIOTEK, INC. had recently started to market certain watch-sized devices to help the wearer sleep better and to stop snoring. Seller has not undertaken, nor does it plan to take now or in the future, any independent investigation of HIVOX BIOTEK, INC. and their products to determine whether such products might infringe the Intellectual Property described in this Agreement. Seller has no Knowledge of any pending adverse claim, judgment, order, decree or agreement restricting its use in connection with the Product or any threatened litigation or claim of infringement related to this matter.

Schedule 5.7

Defaults

None.

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Schedule 5.8

Seller Consents

1. Certain of the Contracts under Section 2.1(i) of the Agreement may require the consent of the party(ies) with which Seller entered into such Contract, but Buyer fully understands and accepts the risk and the fact that it is accepting assignment of all such Contracts without Seller obtaining any consent to such assignment and Buyer hereby waives any requirement for Seller to obtain any such consent to assignment with regard to the Contracts.
2. The consent of Abbott Laboratories is required for assignment of certain of the Intellectual Property.

Schedule 6.3

Buyer Consents

[Buyer to complete.]